



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

Biodiesel - B20 and B5 Fuels

Invitation to Bid

Contract No. GSS12503-BIODIESEL

January 10, 2012

- *Deadline to Respond -*
January 31, 2012
1:00 PM (Local Time)

CONTRACT NO. GSS12503-BIODIESEL

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for GSS12503-BIODIESEL. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS12503-BIODIESEL

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and TECHNICAL SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
 - ATTACHMENTS:
 - A – PROPOSAL REPLY REQUIREMENTS or BID QUOTATION
 - B – NO BID REPLY FORM
 - C – NON-COLLUSION STATEMENT AND ACCEPTANCE
 - D – [BLANK PAGE – NO VENDOR INPUT REQUIRED]
 - E – SUBCONTRACTOR INFORMATION FORM
 - F – BUSINESS REFERENCES
 - G – ITB EXCEPTIONS
 - H – CONFIDENTIAL AND PROPRIETARY INFORMATION
 - I – OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION
- 4 APPENDIX A – Pricing
APPENDIX B – Utilization – FOR REFERENCE ONLY

Both appendixes are made part of this solicitation and are available for download at the following site:

<http://bids.delaware.gov/>

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by January 31, 2012 at 1:00 PM (Local Time).

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE - SUITE 4
DOVER, DE 19904-8202**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Peter Korolyk at 302-857-4559 or peter.korolyk@state.de.us.

S:\12503 ITB

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

GOVERNMENT SUPPORT SERVICES

DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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Government Support Services

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. **The bidder's proposal shall be written in ink or typewritten** on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

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7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

All prices must be quoted in U.S. Dollars.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE
Office of Management and Budget
Government Support Services, Contracting Section
100 Enterprise Place – Suite 4
Dover, DE 19904-8202**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

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12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

16. **ADDENDA TO THE ITB:**

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

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SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. CONTRACT AWARD:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. WARRANTY:

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

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7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

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6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BID EVALUATION AND AWARD:**

The Office of Management and Budget, Government Support Services will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Office of Management and Budget, Government Support Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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CONTRACT NO. GSS12503-BIODIESEL
Biodiesel - B20 and B5 Fuels
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Biodiesel Fuel requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for two (2) years from February 15, 2012 through February 14, 2014. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Price shall be **net** per gallon F.O.B. delivered to agency storage tanks.

The calculated price established from the Oil Price Information System (OPIS) end of day report on Tuesday, shall be used to establish the delivery price for the week.

A. **Calculated Floating Price:**

Biodiesel – B100:

Prices quoted for the Biodiesel – B100 fuel shall be on a per gallon basis. The price shall correspond to the Oil Price Information System (OPIS) posting for **Baltimore, MD** as published in the end of the day report on **Tuesday**, and shall be used for the week of delivery. The OPIS report section to be utilized is titled "OPIS Gross Wholesale B100 SME Biodiesel Prices".

For purposes of completing a bid, all bidders shall supply quotes which utilize the Baltimore, MD biodiesel rack price. **Vendors may offer an alternative and separate benchmark location in their proposal package, but any alternates must be listed in the Comments/Exceptions attachment provided.** (GSS may elect to change the benchmark location on award, but only if the benchmark can be shown to be competitive and does not exceed the prices charged for an independent benchmark location. Currently, GSS is utilizing Harrisburg, PA as its benchmark audit location).

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Ultra Low Sulfur Diesel:

Prices quoted for the Ultra Low Sulfur Diesel (ULSD) fuel shall be on a per gallon basis. The price shall correspond to the **RACK AVERAGE** posting for **Wilmington, DE**, as published in the OPIS Closing Benchmark File on **Tuesday** for the week of delivery. The ULSD component price shall be the price quoted for clear ULSD (DO NOT utilize the red dyed ULSD price). The OPIS report section to be utilized is titled, "OPIS Gross Ultra Low Sulfur Distillate Prices" and shall be the No. 2 Rack Average price.

B20 and B5 Calculated Floating Price:

All floating price calculations are shown per gallon, and do not reflect delivery or additive charges.

$$\text{B20} = (\text{B100} * 20\%) + (\text{ULSD} * 80\%)$$

$$\text{B5} = (\text{B100} * 5\%) + (\text{ULSD} * 95\%)$$

Prices retrieved from the OPIS closing report on Tuesday for B100 and ULSD will be used to calculate the weekly delivery price. For example, Tuesday, January 10, 2012 prices would be used to calculate prices for Monday, January 9, 2012 through Sunday, January 15, 2012.

The bid quotation response shall be based on the posting for both the Biodiesel – B100 and the Ultra Low Sulfur Diesel as published for **Tuesday, January 10, 2012**.

Government Support Services will reserve the right to switch the referenced benchmark location(s) for any extensions by mutual agreement. Additionally, the benchmark locations may be altered if the market conditions change (i.e. become uncompetitive) and the change can be adequately documented during the contract period.

B. Delivery Price:

The prices quoted regardless of quantity and method shall be net per gallon F.O.B. agency storage tanks and shall remain firm for the duration of the contract period including any extensions. (For illustration purposes, \$0.05 is being used as the delivery charge per gallon).

Example of B20 Delivery Price Calculation (without additives)

Biodiesel – B100	\$5.95/Gal	X	.20	=	\$1.1900
Ultra Low Sulfur Diesel	\$3.50/Gal	X	.80	=	\$2.8000
Delivery Charge	\$0.05/Gal				\$0.0500
Total Price Per Gallon for B20					\$4.0400

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Example of B5 Delivery Price Calculation (without additives)

Biodiesel – B100	\$5.95/Gal	X	.05	=	\$0.2975
Ultra Low Sulfur Diesel	\$3.50/Gal	X	.95	=	\$3.3250
Delivery Charge	\$0.05/Gal				\$0.0500
Total Price Per Gallon for B5					\$3.6725

If the above examples were to be used for the purchase of winter mix, and the additional charge was \$0.01/Gal, that figures would be \$4.0500 and \$3.6825.

If the above example were to be used for the purchase of algae prevention additive (Soyshield), and the additional charge was \$0.01/gal, that figure would be added to 2.2308/Gal for a total of 2.2408/Gal.

Your quoted price and your invoiced price SHALL be exclusive of all Federal and State taxes, with the exception of the following:

The Delaware Hazardous Substance Clean-Up Tax. This tax is on the Ultra Low Sulfur Diesel Fuel. This tax shall be billed as a separate line item on all invoices. The current rate is (.009). This tax is on the total dollar amount of the invoice, not on the per gallon price (.009 X amount of invoice)

The Federal Leaking Underground Storage Tank Tax. This tax is on the Ultra Low Sulfur Diesel. This tax shall be billed as a separate line item on all invoices. The current rate is (.0010). This tax is on the per gallon price.

The invoiced price shall be based on the price in effect on the date of delivery. In the event that a delivery is late at the fault of the vendor, the ordering agency at its option may request that the invoice reflect the index price for the promised delivery date rather than the actual delivery date had the index gone up during that time.

Delivery and additive charges shall remain firm for the term of the contract.

5. COOPERATIVES:

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

6. PRICE ADJUSTMENT:

If agreement is reached to extend this contract for the first, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

7. SHIPPING TERMS:

F.O.B. destination; freight pre-paid.

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8. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

Prior contract utilization may be viewed at the following site:

<http://bids.delaware.gov/>

9. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

10. **BID BOND REQUIREMENT:**

The Bid Bond requirement has been waived.

11. **PERFORMANCE BOND REQUIREMENT:**

The Performance Bond requirement has been waived.

12. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

- a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

- b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

- c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

- d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

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- Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- Forty-five (45) days written notice of cancellation or material change of any policies is required.

Administrator, Government Support Services
Contract No. GSS12503-BIODIESEL
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Note: The State of Delaware shall not be named as an additional insured.

13. **BASIS OF AWARD:**

Government Support Services shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

14. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

15. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

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16. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

17. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

18. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

19. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

20. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening. (See Attachment G)

21. **REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Monthly Usage Report (first report shown immediately following this section) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The Monthly Usage Reports shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us . It shall

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contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2nd Tier report is found below (and shown as the second report immediately following this section).

Subcontracting 2nd tier reports shall be submitted to the contracting Agency's Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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State of Delaware
Monthly Usage Report

State of Delaware									
Monthly Usage Report									
Supplier Name:				GSS12503- BIODIESEL	Report Start Date:				
Contact Name:			Report End Date:						
Contact Phone:			Today's Date:						
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measur e	Qty	Contract Proposal Price/Rat e	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@state.de.us . It shall contain the six-digit department and organization code for each agency and school district.

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State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required		Requested detail									
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid	

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

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22. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

23. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

24. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

25. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

26. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Government Support Services to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

27. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

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28. **I FOUND IT CHEAPER:**

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flow_chart.pdf. The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

29. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov>.

30. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

31. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

32. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

33. **ENERGY STAR PRODUCTS:**

Contractors are encouraged to provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

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34. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

35. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

36. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

37. **ELECTRONIC CATALOG:**

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

38. **SUBCONTRACTS:**

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment E) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

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The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.

39. **CONFIDENTIALITY:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment H should be completed by checking the appropriate box found at the top of the attachment.

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TECHNICAL SPECIFICATIONS

1. **ZONES:**

The contract scope has been segregated into the three (3) zones listed below:

Zone 1 – Includes all of New Castle County north of the C & D canal.

Zone 2 – Includes New Castle County south of the C & D canal and Kent County

Zone 3 – Sussex County

Each zone has been divided into two (2) separate tank sizes, which are:

- Tank “A” – storage tanks which are 2000 gallons and over
- Tank “B” – storage tanks up to 1999 gallons

Prior year utilization has been provided as a reference for this bid solicitation, which is referred to as Appendix B – Utilization. Vendors are encouraged to review this information prior to completing a bid.

2. **DELIVERY REQUIREMENTS/RESTRICTIONS:**

Delivery of the biodiesel (B20 or B5) fuel shall be made by metered truck or via transport. Each metered delivery shall be accompanied with a printed meter slip. Deliveries that are made via transport shall be accompanied by the bill of lading for both the diesel fuel and soybean oil, and shall be left with the delivery and or given to the person at the facility.

If it is found that the quantities used to produce the final blended biodiesel (B20 or B5) fuel are incorrect, the contractor will be responsible to immediately supply the required additional amount of either the Ultra Low Sulfur Diesel fuel or 100% biodiesel to ensure that the required 80:20 or 95:5 ratios are maintained throughout the life of the contract. In the event the contractor cannot supply the necessary fuel, the agency shall order the purchase of the required amount from any available source and charge the contractor the excess costs.

Deliveries to all Department of Transportation locations in New Castle County will be made between the hours of 8:00 a.m., and 3:00 p.m., Monday through Friday, unless otherwise requested for emergencies.

3. **ORDERING PROCEDURE:**

Each agency is responsible for placing their orders. These orders will be placed by purchase orders, telephone, fax or computer access, depending on the individual agency and their procedures. The successful vendor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls.

4. **DELIVERY RESPONSE REQUIREMENT:**

- A. Normal Delivery - All deliveries shall be completed within two (2) days, following receipt of a written purchase order or verbal notification by the agency. **Agencies are responsible for obtaining samples of product from each tank prior to delivery into the facilities tank.**

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- B. Emergency Delivery – Emergency deliveries are to be made within twelve (12) hours after receipt of a verbal order from the Using Agency. The Using Agency makes the determination concerning what is an emergency.
- C. Automatic Delivery - Keeping the tank filled shall be the responsibility of the vendor. It is expected that these accounts shall have the highest priority for service should they be allowed to reach an emergency situation.
- D. Subcontractors – In the event the bidder proposes to use sub-contractors for the actual delivery, the names and addresses shall be submitted to the Director for approval. The Director reserves the right to inspect their facilities to determine their ability to satisfactorily perform under the delivery terms of the contract.

5. **LATE DELIVERY/VENDOR-AGENCY RESPONSIBILITIES:**

As soon as the vendor determines that the delivery will be late the following steps shall be taken:

- A. Vendor shall contact the ordering agency and confirm a realistic delivery time. The agency must then determine if that is acceptable. If the projected delivery time is unacceptable then:
- B. Vendor may select another distributor who is able to make the delivery on time. The ordering agency must then give permission to the vendor for this alternative. Contracted pricing and invoicing shall be the responsibility of our contracted vendor.
- C. If the vendor fails to contact the ordering agency regarding a late delivery or if another distributor cannot be mutually secured in order to make an on time delivery, then the ordering agency may after it determines that a critical situation exists, place an order on the open market. In that situation the vendor shall pay the consequences as stated on page 18, Item 17 - Non-Performance.
- D. It shall be the responsibility of both the vendor and the ordering agency to establish a contact person and telephone number in order to handle late delivery situations.

These requirements are designed to help open communications between the agencies and the vendor. They are not designed to open the door for SUB-CONTRACTING deliveries.

6. **SPILLAGE:**

All spillages must be corrected to the satisfaction of the ordering agency concerned within forty-eight (48) hours. All associated cost including materials and labor shall be borne by the vendor. Damage resulting from a spillage shall be the responsibility of the vendor. The vendor must notify the Department of Natural Resources and Environmental Control of all spillages. The following office must be contacted immediately in the event of a spill:

Division of Air and Waste Management
24 hour Hotline
In State Phone No.: 800-662-8802
In/Out of State Phone No.: (302) 739-5072

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In the event that it becomes necessary for the State of Delaware to remedy or provide for remedying the damaged area, the cost of remediation shall be deducted from any moneys due the contract. See page 8, Item 13 - Non-Performance. If there are no moneys due, the remediation costs shall be the responsibility of the contractor or submitted as a claim to the bonding company.

7. **BULK DELIVERY:**

Any agency that does not have the capability to receive bulk delivery is authorized to use at the pump service.

8. **FUEL QUALITY:**

a. **ULTRA LOW SULFUR DIESEL**

Blended biodiesel fuel is a blend of 20% biodiesel fuel and 80% Ultra Low Sulfur Diesel fuel.

The Ultra Low Sulfur Diesel must be of a grade now regularly manufactured and suitable for use in compression ignition, internal combustion (diesel) engines. It shall be uniform, first quality, ultra low sulfur type, which shall conform in all aspects to the requirements, as set forth in US Department of Commerce Standards CS-12-48, for domestic and industrial fuels.

The fuel oil shall be clear hydrocarbon oil, free from sediment, water or suspended matter.

Physical and Chemical: The diesel fuel must conform to the following minimum requirements.

PROPERTIES	VALUES
Flash Point, degree F, minimum	125 or legal
Cloud Point, degree F, maximum	20
Kinematic Viscosity @ 100 Degrees F	
Centistoko, Minimum	2.0
Centistoko, Maximum	4.3
Distillation temperature Degrees F	
90% Point Maximum	640
90% Point Minimum	540
Sulfur, % by weight maximum	0.005
Copper Strip Corrosion 3 hour @122 Degrees F	3
Cetane Number, minimum	40
Water & Sediment, % by Volume, Maximum	0.05

B. **100% BIODIESEL (B100):**

The 100% Biodiesel must be of a grade manufactured in accordance with the ASTM specifications listed in this ITB, as a minimum, for 100% Biodiesel manufactured for use in compression ignition, internal combustion (diesel) engines.

The 100% Biodiesel supplied under this contract shall be produced from pure Soybean oil, Corn oil or Canola oil free from sediment, water or suspended foreign matter.

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NOTE: No animal fat or animal fat byproducts thereof shall be utilized in the process to make the 100% Biodiesel.

This specification is for 100% Biodiesel. The vendor shall use VIRGIN base vegetable oil feedstock **ONLY** to produce the 100% Biodiesel.

AMERICAN SOCIETY OF TESTING AND MEASUREMENTS (ASTM)
November 2008
Biodiesel Component (B100) Specifications (ASTM D6751-09)

Property	ASTM Method	Limits	Units
Calcium & Magnesium. combined	EN 14538	5 max.	Ppm (ug/g)
Flash Point	D93	93 min.	Degrees C
Alcohol Control (1 of the 2)			
1. Methanol Content	EN 14110	0.2 max	% volume
2. Flash Point	D 93	130 min.	Degrees C
Water & Sediment	D2709	0.05 max	% Vol.
Kinematic Viscosity, 40C	D445	1.9-6.0	mm2/sec.
Sulfated Ash	D874	0.02 max.	% mass
Sulfur S500 Grade	D5453	0.05 max.	% mass
Sulfur S15 Grade	D5453	0.0015 max	% mass
Copper Strip Corrosion	D130	No. 3 max.	
Cetane number	D613	47 min.	
Cloud Point	D2500	Report	Degrees C
Carbon Residue 100% sample	D4530	0.05 max	% mass
Acid Number	D664	0.50 max.	mg KOH/g
Free Glycerin	D6584	0.020 max.	% mass
Total Glycerin	D6584	0.240 max.	% mass
Phosphorus Content	D4951	0.001 max.	% mass
Distillation, T90 AET	D1160	360 max.	Degrees C
Sodium/Potassium, combined	EN 14538	5 max.	ppm
Oxidation Stability	EN 14112	3 min.	hours
Cold Soak Filtration	Annex to D6751	360 Max.	seconds
Cold Soak Filtration – For use in temperatures below - 12 Degrees C.	Annex to D6751	200 Max.	seconds

NOTE: The entire ASTM Standard is available from the AMERICAN SOCIETY OF TESTING AND MEASUREMENTS (ASTM) Customer Service Office (610) 832-9585.

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C. DIESEL WINTER MIX:

The purpose and intent of this specification is to obtain Diesel - Winter Mix, which is a blend of Ultra Low Sulfur Diesel with the addition of a chemical additive.

The Winter Mix, regardless of method of formulation used, must meet or exceed the following criteria:

Property	Value
Cloud Point - Degrees F, Maximum	+5
Pour Point - Degrees F, Maximum	0
Sulfur - Percent, Maximum	0.0015

Period of availability for the Diesel – Winter Mix, will be from October 15 through April 15, yearly.

Bidder to indicate the method of blend (mix). It is essential that the bidder list the requested information as it may be a factor in determining an award. **Failure to provide the required information may be cause for rejection of the bid.**

Bidders are asked to identify the manufacturer and type of Diesel Winter additive mix that will be supplied. Additionally, bidders are asked to explain how the additive is blended with the fuel stock to achieve the desired results. In the Appendix A – Pricing, Tab 1 there is space to indicate the price per gallon for the supplied additive, and immediately below, a place to indicate manufacturer, type and method of blend.

The bidder should be aware that when an order has been placed for the Winter Mix, it must already have been blended at the vendor location and delivered to the Using Agency as such.

The B20 blend must meet the cloud point specification for Ultra Low Sulfur Diesel fuel diesel-winter mix), as applicable, depending on the month in which the fuel is supplied.

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9. **FUEL OIL – GENERAL:**

Ultra Low Sulfur Diesel fuel sold for On-Road Use MUST contain a sulfur content of 0.0015% max.

For "Winter Blend Mix", the vendor offers a blend Ultra Low Sulfur Diesel Fuel and a chemical additive, and charges an additional fee for blending the two prior to delivery.

The diesel fuel supplied shall also meet the EPA Testing Standard by using one (1) of the following ASTM methods: D129, D1552, D2622, or D4294 (or most recent ASTM registered and approved method). These standards are used to determine the percent of sulfur in Diesel Fuel.

The State of Delaware will be the sole judge of the equivalencies regarding samples and specifications.

10. **TEST SAMPLING / ANALYSIS / LIABILITY:**

Ultra Low Sulfur Diesel

Product sold to Agencies purchasing under the terms and conditions of his contract shall be tested according to the procedures and specifications outlined by ASTM designation D396 and ASTM designation D975 ASTM or any subsequent revision. Additionally, D2622 will be used as a basis for enforcement of any sulfur content violations.

Certified analysis of oil may be requested by the using agency at any time the product is delivered. The analysis shall be made by an independent Testing Laboratory at no cost to the using agency or the State of Delaware.

The using agency may take periodic samples of the fuel delivered to their locations, from the delivery tank or container in which the delivery is made. Upon delivery of the fuel, the using agency shall use a clean, sealable one gallon container, and take a sample from the top of the delivery tank, seal the container and send it to an independent testing laboratory for the necessary testing and billing to the contractor. Samples will be obtained in a manner that precludes contamination by foreign substances.

Samples will also be tested if changes in, or problems with equipment operation or performance point to a specific need for confirmation of product quality.

If, during testing, it is determined that moisture and sediment and/or ash content exceed specifications limits (as a % of Weight), the vendor will credit the purchasing facility according to the following calculation.

$$\frac{\% \text{ Ash}^* + \% \text{ Moisture \& Sediment}^{**}}{\text{Maximum Allowable Ash (\%Weight)}} \times \text{Purchase Quantity} \times \$ = \text{Measured Ash (\%Weight)}$$

$$\% \text{ Moisture \& Sediment} = \text{Measured Moisture \& Sediment (\% Volume)} - \text{Maximum Allowable Moisture \& Sediment (\% Volume)}$$

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10. **TEST SAMPLING / ANALYSIS / LIABILITY:** (Continued)

Ultra Low Sulfur Diesel

In the event liabilities are assessed against the vendor, the purchasing agency may deduct the amount assessed from unpaid invoices prior to payment. Additionally, the State of Delaware reserves the right to cancel the contract for inferior deliveries or if the fuel is found to contain dirt or sediment, or it is of a structure that will cause clogging and prevent proper operation of a vehicle.

The contractor shall be liable if products fail to meet specification. Liability shall include, but is not limited to the cost of engine repair, i.e., materials, parts replacements, and labor. Liability shall also include the cost of product remaining in the storage tank.

Biodiesel 100

A sample of each B100 shipment shall be collected by the biodiesel supplier, prior to blending, and retained for sixty (60) days or for the estimated life of the product, whichever is longer.

11. **LOCATIONS:**

There are numerous locations throughout the entire State of Delaware that will be ordering fuel. When calls are made for the fuel; it will be the bidder's responsibility to become familiar with each location, and have the proper equipment and personnel to service those locations.

12. **INSPECTION AND ACCEPTANCE:**

If applicable, the bidder's current "Inspection and Test Certification Seals", on delivery measuring meters and compartments will be accepted in connection with Form 50 "Weights and Measures Certificate", previously obtained by the bidder from the Delaware Bureau of Weights and Measures.

The Government Support Services reserves the right to have all measuring devices re-checked, at any time during the life of the contract. Spot Checks at delivery points may also be made.

If rechecks disclose any discrepancy in the number of gallons shown on the delivery ticket and the actual number of gallons delivered, use of such equipment will not be permitted until certification has been received from Delaware Bureau of Weights & Measures that the measuring device is accurate, or has been corrected.

Upon notification to the Government Support Services the Using Agency has the right to refuse delivery on metered trucks with broken seals. The contractor with the defective measuring device will be charged the added cost of obtaining fuel from an emergency source, until the defective metering device has received the necessary certification.

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13. **#139 SOYSHIELD:**

SoyShield is a concentrated multi-functional premium diesel additive that is specially formulated for use in all types of diesel fuel. It upgrades Ultra Low Sulfur Diesel to premium. It is not an algacide. It will not kill algae if it is established in the fuel system. It is designed to eliminate/reduce the conditions which promote the establishment of algae in fuel systems.

SoyShield contains a unique blend of methyl soyate biodiesel derived from soybean oil and a highly concentrated multi-functional additive package. When used at the recommended treatment rate, this unique combination allows SoyShield to provide the following performance benefit:

1. Supports the use of a renewable farmer-supplied fuel source.
2. Boosts the fuel's Cetane rating up to 3 to 4 points.
3. Faster warm-up.
4. Reduced misfiring at lower air inlet temperatures.
5. Superior Cummins L-10 and N-14 performance.
6. Detergency to provide cleanliness throughout the entire fuel system.
7. Clean up and keep clean performance for the entire fuel system.
8. Improved combustion of the fuel by completely vaporizing the fuel into smaller particles, thus providing better fuel economy and preventing a significant loss in engine power.
9. Increased fuel economy up to 5% - 7%.
10. Up to 5% improvement in Horsepower.
11. Dispersion of insoluble gums and varnish present in low quality fuels.
12. Modification of existing injector deposits, allowing for their removal and safe passage into the combustion chamber where they can be burned.
13. Reduced emissions, exhaust smoke and particulates.
14. A reduction in black smoke.
15. Increased fuel lubricity. Soy based biodiesel has 3 times the lubricity of diesel fuel.
16. Excellent anti-wear protection for the injectors and the fuel pump especially for those engines burning Ultra Low Sulfur Diesel fuel.
17. Lubrication of the upper cylinders, fuel pumps and injectors.
18. Supplemental ring and valve-train anti-wear protection.
19. Increased thermal stability to the diesel fuel in order to provide the ability to resist thermal degradation.
20. Inhibition of oxidation during storage.
21. Extended storage ability.
22. Helps control the acidic by-products produced by the combustion of diesel fuel.
23. Rust and corrosion protection to the entire fuel system.
24. Dispersion of water present in diesel fuel in order to prevent fuel icing and other problems associated with water.
25. Prevention of the formation of stable fuel-water emulsions.
26. Allows moisture to be rapidly separated from the fuel.
27. Allows the diesel fuel to meet the NCWM's Premium Diesel Fuel Specifications
28. Helps control the conditions that lead to foul smelling fuel, stringiness and plugged filters

STATE OF DELAWARE
Office of Management and Budget
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TREATMENT LEVEL:

One gallon of SoyShield to every 500 gallons of diesel fuel.

SoyShield is registered and meets the US EPA requirements for blending into Ultra Low Sulfur Diesel fuels. When used at the recommended treatment ratio SoyShield will not cause a measurable increase in the sulfur content of the diesel fuel and will not have any measurable affect on the Cetane index or aromatic content of the diesel fuel.

TYPICAL PROPERTIES

SPECIFIC GRAVITY @ 60 ° F	.894
FLASH POINT °F/°C PMCC (ASTM D-93)	200°/93.33°
POUR POINT °F/°C (ASTM D-97)	-5°/-20.56°
COPPER STRIP CORROSION TEST (ASTM D-130)	1a

14. FEDERAL TAX SUBSIDY CONSIDERATION:

As of December 31, 2011 Federal biodiesel subsidies expired. If new tax subsidies are enacted during the contract term, the supplying vendor(s) shall reimburse purchasing agencies as appropriate. This includes retroactively reimbursing agencies for tax subsidies that are retroactively enacted.

STATE OF DELAWARE
Office of Management and Budget
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NCC NORTH OF CANAL – ZONE 1

DEPARTMENT OF TRANSPORTATION - DELDOT

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
10,000 6,000	North District	39 E. Regal Blvd. Newark, DE	Newark	55,750	Chuck Keithley 302- 894-6314
6,000	Area 11-Kiamensi	815 Stanton Road	Wilmington	22,000	
1,500	I-95 & Marsh Rd. Salt Barn	I-95 & Marsh Rd. Off Ramp, on left between ramp and I-95	Wilmington		
900	I-495 & Terminal Ave. Salt Barn	I-495 & Terminal Ave. NB. Off Ramp, on left between ramp and I- 495	Wilmington		
1,000	I-95 & Talley Rd. Salt Barn	1300 Talley Road	Wilmington	15,800	

NCC SOUTH OF CANAL & KENT COUNTY – ZONE 2

CITY OF DOVER

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
10,000	City of Dover	710 William Street	Dover		Peter Gregg 736-7178

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

NCC SOUTH OF CANAL & KENT COUNTY – ZONE 2

DEPARTMENT OF TRANSPORTATION - DELDOT

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
2,000	Area 7	1235 Briarbush Rd.	Magnolia		
4,000	Area 6	129 Jackson Ditch Rd.	Harrington		
10,000	Area 9	5369 Summit Bridge Rd.	Middletown	11,500	Debbie Cox 326-4413
10,000	Area 10	250 Bear-Christiana Road	Bear		Debbie Cox 326-4413
1,000	South St. Georges Salt Barn	Under SB. RT 1, South side of Bridge	South St. Georges		Debbie Cox 326-4413
2,800	Bear Yard Shop, Fuel Delivery Truck	250 Bear-Christiana Rd.	Bear	21,800	Debbie Cox 326-4413

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

SUSSEX COUNTY – ZONE 3

DEPARTMENT OF TRANSPORTATION – DELDOT

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
5,000	Area #1	10930 Salt Barn Rd.	Laurel	16,600	Linda Rollison 853-1321
5,000	Area #2	22136 Bridgeville Hwy	Seaford	18,700	“
5,000	Area #3	20368 Milton- Ellendale Hwy.(Rt. 16)	Ellendale	20,000	“
5,000	Area #4-Gravel Hill (Back)	20106 Gravel Hill Rd.	Georgetown	1,000	“
5,000	Area #5	27643 Dagsboro Rd.	Dagsboro	11,800	“
10,000 5,000 (2)	Area #20-Gravel Hill Float (Front)	24450 Lewes- Georgetown Rd.	Georgetown	19,700	“
2,800	Are #20-Gravel Hill Float (Front), Fuel Delivery Truck	2444 Lewes- Georgetown Rd.	Georgetown	3,400	“

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

BID QUOTATION REPLY SECTION

CONTRACT NO. GSS12503-BIODIESEL

Biodiesel - B20 and B5 Fuels

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Government Support Services by January 31, 2012 at 1:00 PM (Local Time) at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE - SUITE 4
DOVER, DE 19904-8202**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

Proposal Reply Requirements

[If electing to utilize this format, please identify minimum specified requirements below. For example:]

The response should contain **at a minimum** the following information:

1. Brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
2. One (1) paper copy of the **Appendix A** bid response paperwork.

The Appendix A – Pricing Spreadsheet is available at the following website:

www.bids.delaware.gov

Vendors **MUST** provide printed copies of all pricing spreadsheet tabs.

3. One (1) complete, signed and notarized copy of the non-collusion agreement (see Attachment C).
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
4. One (1) complete OMWBE application (see link on Attachment D) – only provide if applicable
5. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment E) for each subcontractor – only provide if applicable.
6. One (1) completed Business Reference form (See Attachment F) – please provide references other than State of Delaware contacts. Form must be included.
7. One (1) completed ITB Exception form (See Attachment G) – please check box if no information. Form must be included.
8. One (1) completed Confidential Information form (See Attachment H) – please check box if no information provided will be considered confidential or proprietary. Form must be included.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

CONTRACTING SECTION
100 ENTERPRISE PLACE – SUITE 4
DOVER, DELAWARE 19904-8202

NO BID REPLY FORM

BID # GSS12503-BIODIESEL

BID TITLE: Biodiesel - B20 and B5 Fuels

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are: _____

- _____ 6. We do not sell the items/services on which Bids are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO.: GSS12503-BIODIESEL
TITLE: Biodiesel - B20 and B5 Fuels
OPENING DATE: January 31, 2012 at 1:00pm (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

	(circle one)		(circle one)		(circle one)	
COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

[ATTACHMENT D INTENTIONALLY LEFT BLANK]

CONTRACT NO. **GSS12503-BIODIESEL**
Contract Name: **Biodiesel - B20 and B5 Fuels**

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Business References

CONTRACT NO. **GSS12503-BIODIESEL**
Contract Name: **Biodiesel - B20 and B5 Fuels**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:
2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:
3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

PLEASE DO NOT INCLUDE STATE OF DELAWARE PERSONNEL AS REFERENCES.

ITB Exceptions

CONTRACT NO. **GSS12503-BIODIESEL**
Contract Name: **Biodiesel - B20 and B5 Fuels**

Proposals must include all exceptions to the specifications, terms or conditions contained in this ITB. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this ITB.

[illegible]

Note: use additional pages as necessary.

Confidential Information Form

CONTRACT NO. **GSS12503-BIODIESEL**
Contract Name: **Biodiesel - B20 and B5 Fuels**

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Add additional pages as needed.



State of Delaware

Office of Minority and Women Business Enterprise Certification Application

The most recent application can be downloaded from the following site:

http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf



Complete application and mail, email or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>